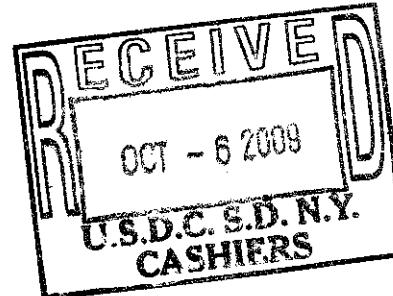


09 CV 8481

LAW OFFICES OF RAHUL WANCHOO

Attorneys for Plaintiff  
Empire State Building  
350 Fifth Avenue, 59<sup>th</sup> Floor  
New York, New York 10118  
Phone: (646) 593-8866  
Fax: (212) 618-0213  
E-mail: rwanchoo@wanchoolaw.com

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X-----  
JAPUAL OIL AND MARITIME SERVICES PLC,

Plaintiff,

- against -

09 CV \_\_\_ ( )

**VERIFIED COMPLAINT**

SARKU ENGINEERING SERVICES SDN BHD,

Defendant.

-----X-----

Plaintiff, JAPUAL OIL AND MARITIME SERVICES PLC., ("Plaintiff") by its attorneys, LAW OFFICES OF RAHUL WANCHOO, alleges on information and belief as follows:

**JURISDICTION AND VENUE**

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court. This case also falls under the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Finally, this Court also has jurisdiction over this matter because the action also arises under the convention on the Recognition and Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et. seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et. seq.*

2. At all material times, Plaintiff was and now is a foreign corporation organized under and existing by virtue of the laws of Nigeria, and is the owner of the MORAYO ("Vessel"), a barge of about 4,723 deadweight tons capacity.

3. Upon information and belief, at all material times, Defendant, SARKU ENGINEERING SERVICES SDN BHD ("Defendant") was and now is a foreign corporation organized under and existing by virtue of the laws of Malaysia, and is the charterer of the Vessel.

#### **FACTS GIVING RISE TO CLAIM**

4. On or about January 19, 2009, a time charter party ("Charter") was made between Plaintiff, as owner of the Vessel, and Defendant as charterer whereby Defendant chartered the Vessel for a minimum of three months for use of the Vessel at Mumbai High Oilfields of ONGC at West Coast India.

5. The Charter provided that Defendant shall pay for the use and hire of the Vessel at the rate of \$27,000.00 per day pro rata net to the Plaintiff, payable within 15 days from the date of invoice. The Charter further provided that interest will be payable at 8% per annum on the charter hire overdue. A true and correct copy of the Charter dated January 19, 2009 is annexed hereto as **Exhibit 1**.

6. On or about February 22, 2009, the Vessel was delivered to the Defendant at Mumbai, India. Plaintiff submitted various invoices to the Defendant periodically for the charter hire totaling \$3,763,762.00 but has received only \$1,611,140.00 to date. Despite various reminders, Defendant has failed and/or neglected to pay the outstanding charter hire.

7. On or about May 19, 2009, the Office of the Commissioner of Customs, Mumbai issued a summon to the Master of the Vessel ordering him to produce certain documents in respect of an inquiry being conducted with regard to the alleged importation of the Vessel and

its use thereafter by the Defendant at Bombay High. On May 23, 2009 the Vessel was detained by the Customs Department at Mumbai. Plaintiff requested the Defendant to secure the release of the Vessel from detention, which the Defendant failed to do so. Subsequently, Plaintiff made an application to the High Court of Bombay to secure the Vessel's release. On or about June 26, 2009, as per the order of the Bombay High Court, Plaintiff provided a Bank Guarantee in the sum of Indian Rupees 5.5 million (equivalent to US\$ 117,022.00) and a Bond for the value of the Vessel and secured release of the Vessel. During the period of detention from May 23 to June 26, 2009 Plaintiff incurred loss of charter hire in the amount \$945,000.00 and expenses to secure the release of the Vessel of about \$500,000.00.

8. As a result of Defendant's aforesaid breach of its obligations under the Charter, Plaintiff has been damaged in the amount of \$2,594,346.38 as best can be presently calculated as summarized below:

Charter Hire

February 22 – May 22, 2009 including Bunker Invoices	\$ 2,587,762.00
<u>Less:</u> Payment received from Defendant	<u>\$ 1,611,140.00</u>
Balance Charter Hire due for firm period	\$ 976,622.00
Charter Hire for May 23 – June 26, 2009 (Detention period)	\$ 945,000.00
Hire for standby tug May 21 – June 26	\$ 111,000.00
Interest on hire up to June 26	\$ 61,724.38

Other Expenses:

Estimated Port Dues	\$ 6,507.00
Bunker charges including bunker for stand by tug	\$ 48,493.00
Remedial action cost, including legal charges, attendance and Travel expenses, communication and other misc.	<u>\$ 445,000.00</u>

**Total** **\$2,594,346.38**

A true and correct copy of Plaintiff's claim statement is annexed hereto as **Exhibit 2**. Despite repeated reminders, Defendant has failed and/or neglected to pay the aforesaid amount.

9. Under the terms of the Charter any and all dispute arising between the parties, the matter in dispute shall be referred to arbitration in Singapore subject to Singapore law. In addition to its damages, Plaintiff is also entitled to, in Singapore attorneys' fees and other taxable costs incurred or likely to be incurred in bringing this claim, which as best as can presently be calculated are \$250,000.00 (See Winter Storm Shipping, Ltd. v. TPI, 310 F.3d 263, 265 (2d Cir. 2002), where the attachment that the Court of Appeals reinstated covered "an amount that includes interest and anticipated attorneys' and arbitrators' fees.").

10. Plaintiff will commence arbitration proceedings against the Defendant in Singapore shortly. Arbitration of these disputes in Singapore arbitration may take 2 years. Plaintiff is entitled to and would receive interest at the present rate of 7.5% compounded quarterly on the principal claim from October 2009 to the completion of the arbitration or about \$415,670.52.

11. Plaintiff's total claim against Defendant for which it seeks security herein is \$3,260,016.90 (\$2,594,346.38 + \$250,000.00 + \$415,670.52).

12. All and singular the premises are true and within the admiralty and maritime jurisdiction of this Honorable Court.

13. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

14. Our research shows that Defendant is a 35 year old company providing underwater inspection services to vessels. Defendant provides services to various oil majors, gas and petro-chemical industries. A true and correct extract of Defendant's profile obtained from its website is annexed hereto as **Exhibit 3**. Defendant's commercial activities spanning the international markets are likely to entail transactions in United States currency and the use of

electronic funds transfers passing through New York intermediary banks to effect or receive payments in that currency. Furthermore, Defendant has been paying the charter hire to the Plaintiff in US Dollars which payments are cleared through intermediary banks in New York. True and correct copies of Defendant's charter hire payments in US Dollars are annexed hereto as **Exhibit 4**. Accordingly, the Defendant has, or will have during the pendency of this action, tangible or intangible property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, Bank of America, Bank of New York, Barclay's Bank, BNP Paribas, Citibank, Deutsche Bank Trust Co. Americas, HSBC Bank USA, JP Morgan Chase Bank, Standard Chartered Bank, UBS AG, and Wachovia Bank which is due and owing to the Plaintiff.

15. Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claim as described above.

**WHEREFORE**, the Plaintiff prays the following:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all the matters alleged in the Verified Complaint.
- B. That since the Defendant cannot be found within this District, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by the aforesaid garnishees,

including, Bank of America, Bank of New York, Barclay's Bank, BNP Paribas, Citibank, Deutsche Bank Trust Co. Americas, HSBC Bank USA, JP Morgan Chase Bank, Standard Chartered Bank, UBS Bank, and Wachovia Bank, which is due and owing to the Plaintiff, in the amount of \$3,260,016.90 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Verified Complaint.

C. That this Court recognize and confirm any arbitration award or judgment rendered on Plaintiff's claims herein as a Judgment of this Court.

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

E. That this Court grant to Plaintiff such other and further relief as may be just and proper in the circumstances.

Dated: New York, New York  
October 6, 2009

**LAW OFFICES OF RAHUL WANCHOO**  
Attorneys for Plaintiff  
JAPUAL OIL AND MARITIME SERVICES PLC.

By: Rahul Wanchoo  
Rahul Wanchoo (RW-8725)

**VERIFICATION**

STATE OF NEW JERSEY)

ss.

COUNTY OF BERGEN )

I, Rahul Wanchoo, being duly sworn, deposes and says:

1. I am an attorney at law and a member of the firm of Law Offices of Rahul Wanchoo, attorneys for Plaintiff.
2. I have read the foregoing Verified Complaint and know the contents thereof and the same are true to the best of my knowledge, information and belief.
3. I believe the matters to be true based on documents and information obtained from employees and representatives of the Plaintiff through its underwriters and attorneys. The reason that this verification is made by deponent and not by the Plaintiff is because Plaintiff is a foreign corporation, whose officers are not in this district, and whose verification cannot be obtained within the time constraints presented by the circumstances of this case.

Rahul Wanchoo

Sworn to and subscribed to  
before me this 6<sup>th</sup> day of October, 2009.

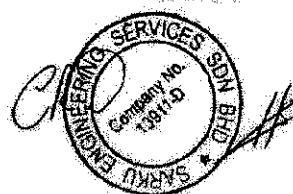
  
\_\_\_\_\_  
Notary Public

HICKSON P. KORE  
ID # 2377209  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/26/2013

# **EXHIBIT 1**

1. Place and date  Kuala Lumpur, 19 <sup>th</sup> January 2009		UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89"	
		PART I	
2. Owners/Place of business (full style, address and telex no.) (Cl. 1(a))  JAPUAL OIL AND MARITIME SERVICES PLC Plot 39 Eastern Bypass , Marine Base PO Box 12932, Port Harcourt: Nigeria Tel: 00234 84 231622		3. Charterers/Place of business (full style, address and telefax no.) (Cl. 1(a))  SARKU ENGINEERING SERVICES SDN BHD 2 <sup>nd</sup> Floor, Lot 808, Block 4, Bangunan Slipway MCID Piasau Industrial Estate, 93008 Miri, Sarawak, Malaysia Tel: (085) 661122 Fax: (085) 661133	
4. Vessel's name (Cl. 1(a))  "Morayo"		5. Date of delivery (Cl. 2(a))  29 <sup>th</sup> January to 5 <sup>th</sup> February 2009	6. Cancelling date (Cl. 2(a) and (c))  9 <sup>th</sup> February 2009
7. Port or place of delivery (Cl. 2 (a))  Mumbai		8. Port or place of redelivery/notice of redelivery (Cl. 2(d))  (i) Port or place of redelivery Mumbai  (ii) Number of days' notice of redelivery 7 days	
9. Period of hire (Cl. 1(a))  Firm and Minimum 3 months. Weekly extensions to be mutually agreed.		10. Extension of period of hire (optional) (Cl. 1(b))  (i) Period of extension As box 9.  (ii) Advance notice for declaration of option (days) 15 days	
11. Automatic extension period to complete voyage or well (Cl. 1(c))  (i) Voyage or well (state which) N/A		12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i))  (i) Lump sum N/A	
(ii) Maximum extension period (state number of days) N/A		13. Port or place of mobilisation (Cl. 2(b)(i))  N/A	
14. Early termination of charter (state amount of hire payable) (Cl. 26(a))  Charter Hire for remaining firm days. In case of extension, remaining extended days.		15. Number of days' notice of early termination (Cl. 26(a))  7 days	16. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 26(a))  N/A
17. Area of operation (Cl. 5(a))  Mumbai High Oilfields of ONGC at West Coast India.		18. Employment of vessel restricted to (state nature of service(s)) (Cl. 5(a))  Accommodation with total 180 berths to support refurbishment and painting of offshore platforms and always within the natural capabilities and capacities of the vessel and crew and safe operating parameter.	

(continued)



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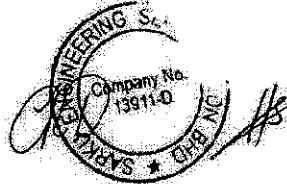
**"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels****PART I**

19. Charter hire (state rate and currency) (Cl. 10(a) and (d)) US\$ 27,000 per day  (net to the Owners and excluding Malaysian and Indian withholding taxes); Fuel / Lubes / Water, port charges, local agent's dues, All taxes, VAT (India), custom/import duties, permits (including importation/exportation permits, where applicable), licenses. If applicable VAT will be invoiced separately and is for settlement by Charterers in addition to the Quoted day. ONGC passes for the crew and permission for the barge to go to oilfields will be to charterers account.	20. Extension hire (if agreed; state rate) (Cl. 10(b))  Same as box No. 19.		
21. Invoicing for hire and other payments (Cl. 10(d))  (i) state whether to be issued in advance or arrears Invoicing every 15 days in advance	22. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 10(e))  Standard Chartered Bank, Lagos, Nigeria A/c: USD00117062000 Beneficiary: JAPAUL OIL & MARITIME SERVICES PLC. USD ABA No. 026002561		
(ii) state to whom to be issued if addressee other than stated in N/A	CORRESPONDENT BANK Standard Chartered Bank NY 1, Madison Avenue, New York, 10010-3603 Swift Code: SCBLUS33 Beneficiary Bank A/c: 3582088704001		
(iii) state to whom to be issued if addressee other than stated in Box 3 N/A	24. Interest rate payable (Cl. 10(e)) 8 % per annum	25. Maximum audit period (Cl. 10(f)) 36 months	
23. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 10(e))  15 days from the date of invoice.	26. Meals (state rate agreed) (Cl. 5(c)(i)) Not applicable	27. Accommodation (state rate agreed) (Cl. 5(c)(i)) Not applicable	28. Mutual Waiver of Recourse (optional, state whether applicable) (Cl. 12(f))  Applicable
29. Sublet (state amount of daily increment to charter hire) (Cl. 17(b))  N/A	30. War (state name of countries) (Cl. 19(e))  N/A		
31. General average (place of settlement – only to be filled in if other than London) (Cl. 21)  N/A	32. Breakdown (state period) (Cl. 26(b) (V))  N/A		
33. Law and arbitration (state Cl. 31(a) or 31(b) or 31(c), as agreed; if Cl. 31(c) agreed also state place of arbitration) (Cl. 31) Singapore	34. Numbers of additional clauses covering special provisions, if agreed  Five		
35. Names and addresses for notices and other communications required to be given by the Owners (Cl. 28)  Attn: Bruce Graham Cox Sarku Engineering Services Sdn BHD Sagar Uday, Plot F-3, Behind CIDCO Bhavan, Belapur Mumbai 400814 Fax: +91 (022) 27578219 Email: brucecox@sarku.com.my	36. Names and addresses for notices and other communications required to be given by the Charterers (Cl. 28)  Attn Sunil Chaudhary C.S.Offshore FZE P.O. Box Box 32560 Dubai Fax: +9714-3939536. Email: sunil@cs-offshore.com		

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is optional and shall only apply if expressly agreed and stated in Box 28.

Signature (Owners)

Signature (Charterers)



**ANNEX "A" to Uniform Time Charter Party for Offshore Service Vessels**  
**Code Name: "SUPPLYTIME 89" – dated 17th December 2008**

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**VESSEL SPECIFICATION – (refer Vessel Specification attached)**

**1. General**

(a) Owner: Name: JAPAU OIL AND MARITIME SERVICES PLC  
 Address: PLOT 39, EASTERN BYPASS, MARINE BASE, PO BOX NO. 12932, PORT HARCOURT, NIGERIA

(b) Operator: Name: C.S. OFFSHORE FZE  
 Address: DUBAI MARITIME CITY, PO BOX NO. 32560, DUBAI, UAE

(c) Vessel's Name MORAYO Builder: JURONG SHIPYARD

(d) Year Built: 1980

(e) Type: BARGE

(f) Classification and Society: INTERNATIONAL REGISTER OF SHIPPING  
 INDIAN REGISTER OF SHIPPING

(g) Flag: SIERRA LEONE

(h) Date of next scheduled drydocking: 2012

**2. Performance**

(a) Certified Bollard Pull (Tonnes) N.A.

(b) Speed/Consumption (Non-Towing) N.A.

(Approx. Daily Fuel Consumption)  
 (Fair Weather) N.A.

Max Speed: Kts (app) N.A. Tonnes

Service Speed: Kts (app) N.A. Tonnes

Standby (main engines secured) N.A. Tonnes

(c) Approx. Towing/Working Fuel Consumption

Engine Power N.A. 100% Tonnes

(c) Type(s) and Grade(s) of Fuel Used: HSD

**3. Dimensions and Capacities/Discharge Rates:**

(a) L.O.A. (m): 74 Breath (m): 25 Depth (m): 4.88

Max Draught (m): 3.92

(b) Deadweight (metric tons): 4723

Discharge Rate N.A.

(c) \* Cargo Fuel max: 325 TONNES

(d) \* Drill Water max (m3): N.A.

(e) Potable Water: 900 TONNES

(f) Dry Bulk (m3/cu.ft): N.A.

(g) Liquid Mud (m3/barrels): N.A.

State type of recirculation system i.e.  
 Mechanical agitation, centrifugal pumps etc.



(h) Cargo Deck Area (m<sup>2</sup>): 700 Sq. mtrs Capacity (m.t.): N.A.

(i) Heavy Weight Brine (m<sup>3</sup>/barrels): N.A

#### 4. Machinery

(a) BHP Main Engines: N.A

(b) Engine Builder: N.A

(c) Number of Engines and Type: N.A

(d) Generators: 3 x GM DETROIT DIESEL

(e) Stabilisers:

(f) Bow Thruster(s): N.A

(g) Stern Thruster(s): N.A

(h) Propellers/Rudders: N.A

(i) Number and Pressure Rating of Bulk Compressors: N.A

(j) Fuel Oil Metering System: N.A

#### 5. Towing and Anchor Handling Equipment

(a) (i) Stern Roller (Dimensions): N.A

(ii) Anchor Handling/Towing Winch: N.A

(iii) Rig Chain Locker Capacity (Linear feet of 3 in. Chain): N.A

(iv) Tugger Winches: N.A

(v) Chain Stopper Make and Type: N.A

(b) (i) Towing Wire: N.A

(ii) Spare Towing Wire: N.A

(iii) Work Wire: N.A

(iv) Other Anchor Handling Equipment  
(e.g Pelican Hooks, Shackles, Stretchers etc): N.A

#### 6. Radio and Navigation Equipment

(a) Radios

Single Side Band: SAILOR

VHF: SAILOR

Satcom: N.A

(b) Electronic Navigation Equipment: N.A

(c) Gyro: N.A

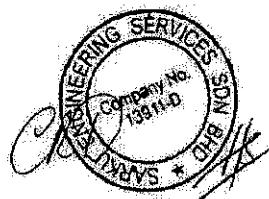
(d) Radar: N.A

(e) Autopilot: N.A

(f) Depth Sounder: N.A

#### 7. Fire Fighting Equipment

(a) Class (FF1, FF2, FF3, other): N.A



(b) Fixed:

(c) Portable:

8. Accommodation: TOTAL 180 PEOPLE

9. Galley

(a) Freezer Space (m<sup>3</sup>): 15M<sup>3</sup>

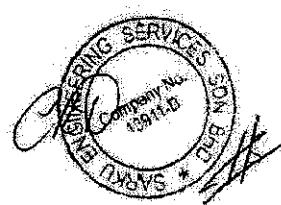
(b) Cooler (m<sup>3</sup>): 13M<sup>3</sup>

10 Additional Equipment

(a) Mooring Equipment: N.A

(b) Joystick: N.A

(c) Other: Manitowac Crawler Crane.



**ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels**  
**Code Name: "SUPPLYTIME 89" – dated 17<sup>th</sup> December 2008**

INSURANCE

**Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:**

(1) **Marine Hull Insurance** - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.

(2) **Protection and Indemnity (Marine Liability) Insurance** - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$5 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towers liability (unless carried elsewhere).

(3) **General Third-Party Liability Insurance** - Coverage shall be for:  
Bodily Injury \_\_\_\_\_ per person  
Property Damage \_\_\_\_\_ per occurrence.

(4) **Workmen's Compensation and Employer's Liability Insurance for Employees** - Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.

(5) **Comprehensive General Automobile Liability Insurance** - Covering all owned, hired and non-owned vehicles; Coverage shall be for:  
Bodily Injury \_\_\_\_\_ According to the local law.  
Property Damage \_\_\_\_\_ In an amount equivalent to single limit per occurrence.

(6) Such other insurances as may be agreed.



**"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels****PART II****1. Period**

(a) The Owners stated in Box 2 jet and the Charterers stated in Box 3 hire the Vessel named in Box 4, as specified in ANNEX "A", (hereinafter referred to as "the Vessel"), for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.

(b) Subject to Clause 10(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i); but such an option must be declared in accordance with Box 10(ii).

(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(g).

**2. Delivery and Redelivery**

(a) **Delivery.** - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely be always afloat.

(b) **Mobilisation.** - (i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of mobilisation charge in consideration of the Owners giving delivery at the port or place stated in Box 7. The mobilisation charge shall not be affected by any change in the port or place of mobilisation from that stated in Box 13.

(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.

(c) **Cancelling.** - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if despite the exercise of due diligence by the Owners, the Owners will be unable to deliver the Vessel by the cancelling Date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5, and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party, if the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.

(d) **Redelivery.** - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 6 or such other port or place as may be mutually agreed. The Charterers shall give no less than the number of days notice in writing of their intention to re-deliver the Vessel, as stated in Box 6(i).

(e) **Demobilisation.** - The Charterers shall pay a lump sum without discount in the amount as stated in Box 16 by way of demobilisation charge which amount shall be paid on the expiration or on earlier termination of this Charter Party.

**3. Condition of Vessel**

(a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A" attached hereto, and undertake to so maintain the Vessel during the period of service under this Charter Party.

(b) The Owners shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong in good order and condition and, without prejudice to the generality of the foregoing, in every way to operate effectively at all times for the service as stated in Clause 5.

**4. Survey**

The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel, any anchor handling and towing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.

**5. Employment and Area of Operation**

(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law or the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 15, and to voyages between any good and safe port or place and any port or offshore unit where the Vessel can safely be always afloat within the Area of Operation as stated in Box 17 which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment. Unless otherwise agreed, the Vessel shall not be employed as a diving platform.

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.

(c) **The Vessel's Space.** - The whole reach and burden and deck of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation;

(ii) Lawful cargo whether carried on or under deck.

(iii) Explosives and dangerous cargo, whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage, liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.

(iv) Hazardous and noxious substances, subject to Clause 12(g); proper notification and any pertinent regulations.

(d) **Laying-up of Vessel.** - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the hire remuneration shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days there shall be credited against such hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.

**6. Master and Crew**

(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess of overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.

(ii) The Master shall sign cargo documents as and in the form presented, the same, however, not to be Bill of Lading, but receipts which shall be non-negotiable documents and shall be marked as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents signing, under the direction of the Charterers, those cargo documents or other documents inconsistent with this Charter Party or from any irregularity in the papers supplied by the Charterers or their agent.

(b) The Vessel's Crew if required by Charterers will connect and disconnect, electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew or the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.

(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.

(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.

**7. Owners to Provide**

(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in the Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine-room stores, cordage required for ordinary ship purposes mooring alongside in harbour, and all fumigation expenses and de-ratification certificates. The Owners' obligations under this Clause extend to cover all liabilities for claims arising in any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.

(b) On delivery the Vessel shall be equipped, if appropriate with all required anchors, anchor wires or chains at the Owners' expense with every towing and anchor handling equipment if appropriate as specified in Section 5G of ANNEX "A"; if during the Charter Period any such equipment becomes lost, damaged or unserviceable, other than as a result of the Owners' negligence, or as a result of ordinary fair wear and tear, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.

**8. Charterers to Provide**

(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, water dispensers, firefighting foam and transport thereof, port, charges, pilotage and boatmen and caravans steamer (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, caravans, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business; costs for security, other watchmen, and of quarantines (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).

(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew, cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes, slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc used for offshore works, all hose connections and adaptors, and further shall refill oxygen/carbon dioxide bottles used for offshore works.



**"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels****PART II**

The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment required for or arising out of Charterer's operations under this Charter Party.

**9. Bunkers:**

Unless otherwise agreed, the Vessel shall be delivered with bunkers and lubricants on board and redelivered with sufficient bunkers to reach the next bunkering stop on route to her next port of call. The Charterers upon delivery and the Owners upon redelivery shall take over and pay for the bunkers and lubricants on board at the prices prevailing at the times and ports of delivery and redelivery.

**10. Hire and Payments**

(a) **Hire** - The Charterers shall pay Hire for the Vessel at the rate stated in Box 19 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.

(b) **Extension Hire** - If the option to extend the Charter Period under Clause 15 is exercised, Hire for such extension shall, unless stated in Box 20, be mutually agreed between the Owners and the Charterers.

(c) **Adjustment of hire**, the rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owner costs arising from changes in the Charterers' requirements or regulations governing the Vessel and/or its Crew or this Charter Party.

(d) **Invoicing** - All invoices shall be issued in the contract currency stated in Box 19. In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 21(i) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.

(e) **Payments** - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 23 from the date of receipt of the invoice. Payment shall be made in the contract currency in full without discount, to the account stated in Box 22. However, any advance or disbursements made on behalf of and approved by the Owners may be deducted from Hire due.

If payment is not received by the Owners within 5-10 banking days following the due date the Owners are entitled to charge interest at the rate stated in Box 24 on the amount outstanding from and including the due date until payment is received.

Where an invoice is disputed, the Charterers shall in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason. Interest will be chargeable at the rate stated in Box 24 on such disputed amounts where resolved in favour of the Owners. Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5-10 banking days after the dispute is resolved. Should the Charterers claim to valid, a corrected invoice shall be issued by the Owners.

In default of payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 5-10 banking days of receipt of notification from the Owners. During which the Owners shall have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party.

While payment remains due the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and Hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.

(f) **Audit** - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 25, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.

**11. Suspension of Hire**

(a) If as a result of any deficiency of Crew or of the Owners' stores, lack of Master Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of, any time lost and no Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:

(i) the carriage of cargo as noted in Clause 5(c)(ii) and (iv);  
(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;

(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;

(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering accident to her cargo, when the expenses resulting from such detention shall be for the Charterers, account however incurred;

(v) detention or damage by ice;  
(vi) any act or omission of the Charterers, their servants or agents;

(b) **Liability for Vessel not Working** - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.

(c) **Maintenance and Drydocking** - Notwithstanding sub-clause(s) hereof, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repair including drydocking (hereinafter referred to as "maintenance allowance")

(d) The Vessel shall be drydocked at regular intervals but which shall be outside the charter period. The Charterers shall place the vessel at the owners disposal

disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the purpose of such drydocking.

(e) During reasonable voyage time taken in transit between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance.

(f) Hire shall be suspended during any time taken in maintained repairs and drydocking in excess of the accumulated maintenance allowance.

(g) Upon commencement of the Charter Party, the Owners agree to furnish the Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.

**12. Liabilities and indemnities**

(a) **Owners** - Notwithstanding anything else contained in this Charter Party excepting Clause 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charterers shall not be responsible for loss of or damage to the property of the Owners or of their contractors and sub-contractors, including the Vessel, or for personal injury or death of the employees of the Owners or of their contractors and sub-contractors, arising out of or in any way connected with the performance of this Charter Party even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers, their employees, contractors or sub-contractors, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel;

and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

(b) **Charterers** - Notwithstanding anything else contained in this Charter Party excepting Clause 21, the Owners shall not be responsible for loss of damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of the Charterers or of their contractors and sub-contractors, including their offshore units, or for personal injury or death of the employees of the Charterers or of their contractors and sub-contractors (other than the Owners and their contractors and sub-contractors) or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners, their employees, contractors or sub-contractors; and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.

(c) **Consequential Damages** - Neither party shall be liable to the other for and each party hereby agrees to protect, defend and indemnify the other against any consequential damages whatsoever arising out of or in connection with the performance or non-performance of the Charter Party, including, but not limited to loss of use, loss of profits, shut in or loss of production and cost of insurance.

(d) **Limitations** - Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.

(e) **Insurance Clauses** - (i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers, parent, affiliated, related and subsidiary companies, the Charterers' contractors, subcontractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the Vessel is employed), their respective employees and their respective underwriters.

(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners, parent, affiliated, related and subsidiary companies, the Owners' sub-contractors, the Vessel, its Master Officers and Crew its registered owner, its operator, its demise charterer(s) their respective employees and their respective underwriters.

(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

(f) **Mutual Waiver of Recourse (Optional)**, only applicable if stated in Box 28, but regardless of whether this option is exercised the other provisions of Clause 12 shall apply and shall be paramount.

In order to avoid disputes regarding liability for personal injury or death of employees or for loss of or damage to property the Owners and the Charterers have entered into, or by this Charter Party agree to enter into an Agreement for Mutual Indemnity and Waiver of Recourse (in a form substantially similar to that specified in ANNEX "C") between the Owners, the Charterers and the various contractors and sub-contractors of the Charterers.

(g) **Hazards and Noxious Substances** - Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors, by the Charterers, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused directly or indirectly, as a result of the Vessel's carriage of any hazardous and noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability incurred or however arising with respect to the carriage of such hazardous and noxious substances.

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## 8 "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

PART II

## 13. Pollution

(a) Except as otherwise provided for in Clause 15(c)(ii), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or potential pollution damage and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein;

(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or potential pollution damage, even where caused wholly or partially by the act, neglect or default of the Owners, their employees, contractors or sub-contractors or by the unseaworthiness of the Vessel.

## 14. Insurance

(a)(i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX D. Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.

(ii) The Charterers shall upon request be named as co-insured. The Owners shall upon request cause insurers to waive subrogation rights against the Charterers (as encompassed in Clause 12(e)(i)). Co insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the Owners under the terms of this Charter Party.

(b) The Owners shall upon request furnish the Charterers with certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.

(c) If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.

## 15. Saving of Life and Salvage

(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of hire provided however that notice of such deviation is given as soon as possible.

(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services.

(c) All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers', and Crew's share, legal expenses, value of fuel and lubricants consumed. Hire of the Vessel lost by the Owners during the salvage repairs to damage sustained, if any, and any other extraordinary costs or expense sustained as a result of the salvage.

(d) The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.

(e) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any law.

If the Owners render assistance to such property in distress on the basis of "no claim for salvage" then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:

- (i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.
- (ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners additional expenses thereby incurred.
- (iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom, wheneversoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability cost or expense arising by reason of such actual or potential spill, seepage and/or emission.
- (iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under sub-paragraph (iii) of this sub-clause, and time taken for such repairs shall not count against time granted under Clause 11(c).
- (v) The Charterers shall indemnify the Owners against any liability cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.

## 16. Lien

The Owners shall have a lien upon all cargoes (except property owned by the Charterers clients and sub-contractors), for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 12, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof. Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps the Vessel is released and at their own expense put up bail to secure release of the Vessel.

## 17. Sublet and Assignment

(a) **Charterers** - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party and contractors of the person or company taking such subletting, assigning or loan shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional hire shall be paid as agreed between the Charterers and the Owners having regard to the nature and period of any intended service of the Vessel.

(b) If the Vessel is sublet, assigned or loaned to undertake rig, anchor handling and/or towing operations connected with equipment, other than that used by the Charterers, then a daily increment to the hire in the amount as stated in Box 29 pro rata rate shall be paid for the period between departure for such operations and return to her normal duties for the Charterers.

(c) **Owners** - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld.

(d) Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.

## 18. Substitute Vessel

The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers, prior approval which shall not be unreasonably withheld.

## 19. War

(a) Unless the consent of the Owners is first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.

(b) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (i) the Owners shall be entitled from time to time to insure their interest in the Vessel for such terms as they deem fit up to its open market value and also in the hire against any of the risks likely to be involved thereby, and the Charterers shall make a refund on the terms of Clause 11 hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.

(c) In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the hire, and paid by the Charterers on production of the Owners' account thereto, such account being rendered monthly.

(d) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.

(e) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries stated in Box 40 or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with PART I if it has cargo on board after discharge thereof at destination or, if determined under the Clause from reaching or entering it, at a near open and safe port or place as directed by the Owners; or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by the Owners. In all cases hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.

(f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.

The Charterers shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause.

## 20. Excluded Ports

(a) The Vessel shall not be ordered to nor bound to enter without the Owners' written permission (a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;

(b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed her operations. The Vessel shall not be obliged to force ice nor to follow an icebreaker, if, on account of ice, the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions;

(c) Should the Vessel approach or be brought or ordered within such place, or be exposed in any way to the said risks, the Owners shall be entitled from time to time to insure their interests in the Vessel and/or hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand.



**"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels****PART II**

Notwithstanding the terms of Clause 11 Hire shall be paid for all time lost, including any lost owing to loss of or sickness or injury to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.

**21. General Average and Non Jason Clause**

General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York/Antwerp Rules, 1974, as may be amended. Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo."

If a salvaging vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery."

**22. Both-to-Blame Collision Clause**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability in the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off recovered or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

**23. Structural Alterations and Additional Equipment**

The Charterers shall have the option at their expense, making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners which shall not be unreasonably withheld but unless others agree the Vessel is to be released and reinstated, at the Charterers' expense, to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers, unless otherwise agreed, shall be responsible for repair and maintenance of any such alteration or additional equipment.

**24. Health and Safety**

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.

**25. Taxes**

Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.

In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners, tax liability will alter the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier. Hire shall be adjusted accordingly.

**26. Early Termination**

(a) **For Charterers' Convenience.** - The Charterers may terminate this Charter Party at any time by giving the Owners written notice as stated in Box 15 and by paying the settlement stated in Box 14 and the demobilisation charge stated in Box 16, as well as Hire or other payments due under the Charter Party.

(b) **For Cause.** - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party without prejudice to any other rights which either party may have, under any of the following circumstances:

(i) **Requisition.** - If the government or the state of registry and/or the flag of the Vessel, or any agency thereof requisitions for hire or use or otherwise takes possession of the Vessel during the Charter Period.

(ii) **Confiscation.** - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period.

(iii) **Bankruptcy.** - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party, (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.

(iv) **Loss of Vessel.** - If the Vessel is lost, actually or constructively or missing, unless the Owners provide a substitute vessel pursuant to Clause 16. In the case of termination, Hire shall cease from the date the Vessel was lost or in the event of a constructive total loss, from the date of the event giving rise to such loss if the date of loss cannot be ascertained or if the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.

(v) **Breakdown.** - If, at any time during the term of this Charter Party, a breakdown of the Owners' equipment or Vessel results in the Owners' being unable to perform their obligations hereunder for a period exceeding that stated in Box 32, unless the Owners provide a substitute vessel pursuant to Clause 16.

612	(vi) <b>Force Majeure.</b> - If a force majeure condition as defined in Clause 27 prevails for a period exceeding 15 consecutive days.	709
613	(vii) <b>Default.</b> - If either party is in repudiatory breach of its obligations.	710
614	thereunder.	711
615	Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due.	712
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619	Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), wartime actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Owners, or the Charterers, employees), acts of the public enemy, federal or state law, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of either party which makes confinement of operations impossible.	716
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633	Notices and invoices required to be given under this Charter Party shall be given in writing to the addressee stated in Boxes 21, 35 and 36 as appropriate.	730
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637	If the Vessel sinks and becomes a wreck and an obstruction to navigation and has to be removed upon request by any competency law or authority having jurisdiction over the area where the wreck is placed, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck.	734
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Additional Clauses:

37. Charterers will pay owners USD 100,000/- upon onhire of barge which shall be adjusted towards the payment of last invoice of Charter hire to the Owners.
38. Owners will give 24 hrs notice to the Charterers of Barge Readiness upon expiry of which it will be considered as Barge onhire.
39. Victualling for the crew onboard will be provided by the charterers at no cost to the Owners.
40. In the event there is a failure to attain any clearances, permits etc whatsoever that prevent the lawful deployment of the barge Morayo to the offshore project, the Charterers have the right to cancel this Agreement without obligation of hire or payment and without obligation under Part 1 Box 14
41. Notwithstanding Clause 8 the Charter shall not bear any costs or liabilities whatsoever in establishing the lawful status of the vessel in Mumbai prior to mobilization to ONGC fields , including but not limited to hire of tugs , AHTs , utilized days etc . For clarity, the Charterers obligation exists only when the vessel has all clearances, is in port and is able to travel to the ONGC field immediately.
42. Charterers to give Bank Guarantee of a sum of 15 days of Charter Hire to the Owners upon signing of Charter Party Agreement as an assurance to the Owners for the payments.



Additional Clauses:

37. Charterers will pay owners USD 100,000/- upon onhire of barge which shall be adjusted towards the payment of last invoice of Charter hire to the Owners.
38. Owners will give 24 hrs notice to the Charterers of Barge Readiness upon expiry of which it will be considered as Barge onhire.
39. Victualling for the crew onboard will be provided by the charterers at no cost to the Owners.
40. In the event there is a failure to attain any clearances, permits etc whatsoever that prevent the lawful deployment of the barge Morayo to the offshore project, the Charterers have the right to cancel this Agreement without obligation of hire or payment and without obligation under Part 1 Box 14.
41. Notwithstanding Clause 8 the Charter shall not bear any costs or liabilities whatsoever in establishing the lawful status of the vessel in Mumbai prior to mobilization to ONGC fields , including but not limited to hire of tugs , AHTTs , utilized days etc . For clarity, the Charterers obligation exists only when the vessel has all clearances, is in port and is able to travel to the ONGC field immediately.
42. Charterers to give Bank Guarantee of a sum of 15 days of Charter Hire to the Owners upon signing of Charter Party Agreement as an assurance to the Owners for the payments.



# **EXHIBIT 2**

## JAPAU OIL &amp; MARITIME SERVICES PLC

S.No	Invoice raised By Japaul Invoice No.	Period	No of days	Rate	Amount	Remarks	Due date of payment as per CP	Interest accumulated As on 30/09/09	Days Over Due	Interest payable 8% annum
1	JSESI002 - 22.02.09	22.02.09 TO 08.03.09	15 Days	\$ 27,000.00	\$ 405,000.00	Paid PV IND 02576 /19.03.09				
2	JSESI003 - 08.04.09	09.03.09 to 23.03.09	15 Days	\$ 27,000.00	\$ 405,000.00	Paid PV IND 02648 /08.04.09				
3	JSESI004 - 20.03.09	24.03.09 to 07.04.09	<= Included Encas.	\$ 27,000.00	\$ 405,000.00	Paid PV IND 02674 /29.04.09				
4	JSESI005 - 02.04.09	08.04.09 to 22.04.09	15 Days	\$ 27,000.00	\$ 405,000.00	considered Paid offset with BG date	17/04/2009	20/07/2009	94	\$ 8,344.11
5	JSESI005- ROB Bunker -02/04/09	Full period	222.2 tons	\$ 710.00	\$ 157,762.00	Not paid	17/04/2009	30/09/2009	166	\$ 5,739.94
6	JSESI006-09.04.09	23.04.09 to 07.05.09	15 Days	\$ 27,000.00	\$ 405,000.00	Not paid	24/04/2009	30/09/2009	159	\$ 14,113.97
7	JSESI007-04.05.09	08.05.09 to 22.05.09	15 Days	\$ 27,000.00	\$ 405,000.00	Not paid	19/05/2009	30/09/2009	134	\$ 11,894.79
8	JSESI008-22.05.09	23.05.09 to 31.05.09	9 Days	\$ 27,000.00	\$ 243,000.00	Not paid	05/06/2009	30/09/2009	116	\$ 6,178.19
9	JSESI001-31.05.09	21.05.09 to 31.05.09	11 Days	\$ 3,000.00	\$ 33,000.00	Not paid	15/06/2009	30/09/2009	107	\$ 773.92
10	JSESI009-15.06.09	01.06.09 to 15.06.09	15 Days	\$ 27,000.00	\$ 405,000.00	Not paid	30/06/2009	30/09/2009	92	\$ 8,166.58
11	JSESI010-15.06.09	01.06.09 to 15.06.09	15 Days	\$ 3,000.00	\$ 45,000.00	Not paid	30/06/2009	30/09/2009	92	\$ 907.40
12	JSESI010-30.06.09	16.06.09 to 30.06.09	15 Days	\$ 27,000.00	\$ 405,000.00	Not paid (but to take only upto 26/6)	15/07/2009	30/09/2009	77	\$ 5,012.38
13	JSESI010-03-25.06.09	16.06.09 to 30.06.09	15 Days	\$ 3,000.00	\$ 45,000.00	Not paid (but to take only upto 26/6)	10/07/2009	30/09/2009	82	\$ 593.10
					Total	\$ 3,783,762.00				\$ 61,724.38

## PAYMENTS RECEIVED from SARKU

PV No. / Date	Bank Name	Remitted on	Amount	Remarks
PV 4003 - 10.03.09	CIMB	10.03.09	\$ 100,000.00	Advance payment yet to recover
IND 02576 /19.03.09	CIMB	25.03.09	\$ 405,000.00	
IND 02648 /08.04.09	CIMB	13.04.09	\$ 304,916.00	
IND 02674 /29.04.09	Maybank	08.05.09	\$ 396,224.00	
Encashment of BG	CIMB	20.07.09	\$ 405,000.00	
		Total	\$ 1,611,140.00	

## NET BALANCE PAYABLE

\$ 402,476.53 [(Invoice Amount 4 days)(\$3,783,762 - \$27,000 x 4) + Interest (\$61,724.38) - Paid amount (\$1,611,140)]

**CS Offshore Vs Sarkku Engineering**

<b>Charterer hire as per CP for FIRM period</b>	
Charter Hire of Barge Morayo for firm period of 3months (22-feb to 22-May)	\$ 2,430,000.00
Bunker Invoice \$710 for 222.20	\$ 157,762.00
Payments made by Sarkku	\$ (1,611,140.00)
<b>Balance Charter hire due for firm period</b>	\$ 976,622.00
<b>Detention period of Customs</b>	up to 26/06/2009
Charter hire of Morayo 23-May to 26-June (date of court ruling)	\$ 945,000.00
Hire for placing a standby tug for the non-propelled barge	\$ 111,000.00
21-May to 26-June	\$ 1056,000.00
<b>Total</b>	

Interest during the Firm Period & Detention period  
TOTAL OF THE ABOVE

( Interest adjusted with date of Bank guarantee encashment)

<b>ALL OTHER EXPENSES</b>	
<b>Port Dues (estimate)</b>	
Berth hire till 28th Feb: on hire period	\$ 3,888.36
Berth hire 22nd Feb till 22 May: Firm period	\$ 295.00
Berth hire 23rd May till 26th May: Detention period	\$ 1,146.00
Other Port dues estimated	\$ 1,177.64
<b>Total</b>	\$ 6,501.00

(7 days x 24hrs x 0.0075 x GRT 3086): Berth Hire to back charges - agent charged us by mistake  
(9days x 24 x GRT 3086 x \$0.000442 per hr) : Anchorage charges  
(35days x 24 x GRT 3086 x \$0.000442 per hr) : Anchorage charges

<b>Bunker</b>	
Firm period Barge Morayo: 14th May to 22 May	\$ 8,307.00
Detention period: Barge Morayo : 23 may till 26th June	\$ 32,305.00
Detention: Sby Tug: ODUN : 21 May till 26 June09	\$ 7,881.00
<b>Total</b>	\$ 48,493.00

(1.3t x 9days x \$710)  
(1.3t x 3days x \$710)  
(0.3t x 37days x \$710)

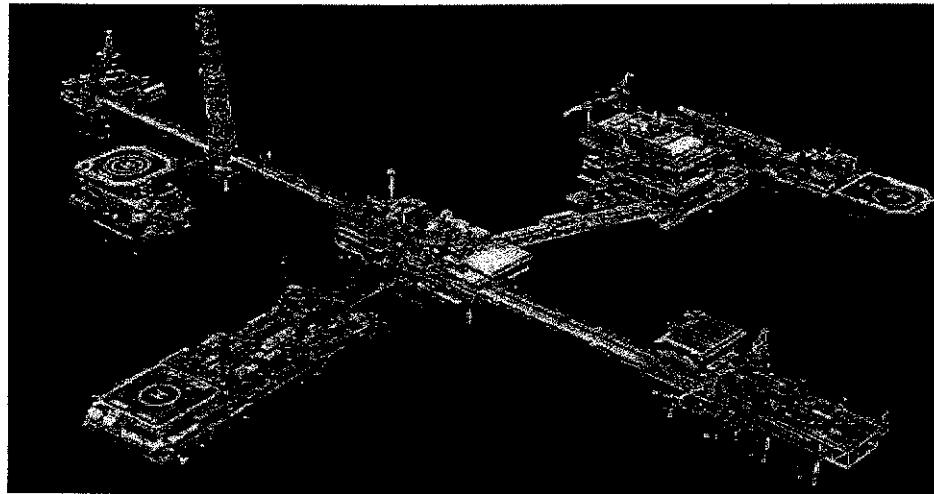
<b>Other Expenses (about)</b>	
Includes Consultant, Legal charges and fees. Our	
Attendance & travel charges, communication and other	
miscellaneous fees and charges till 26-June 2009	

**ALL OTHER EXPENSES (ABOUT)**

**Total Outstanding**

**Total Outstanding**

# **EXHIBIT 3**

[">>> Sarku Home](#)[">>> Products & Services](#)[">>> Experiences](#)[">>> ISO 9001 : 2000](#)[">>> SIB Online](#)[">>> Sarku WebMail](#)[">>> Current Events](#)[">>> Career With Us](#)[">>> Contact Us](#)**- YOUR INTEGRATED OIL & GAS AND PETROCHEMICAL SOLUTION -**

Best view in IE 4.0  
above Resolution 1024 X  
768

**SARKU** Engineering Services Sdn Bhd was set up in 1973, beginning with sub-sea services and inspection. We progressed to providing offshore topside maintenance, hookup, commissioning services before growing to include fabrication and construction in our service portfolio.

When we began, we were one of Malaysia's first companies in this line of work to be fully owned by locals, and among the first to have our own engineering-work barges and workboats fitted to the highest standards in the industry.

Since our inception in 1973, we have built a consistent track-record for innovation, integrity and initiative. We constantly strive for ever-increasing standards of excellence and innovation. Today, we'd like to have our pioneering spirit working for you.

Headquartered in the federal capital of Kuala Lumpur, Malaysia. SARKU Engineering Services has offices in Miri, Kuantan, Labuan, Bintulu and Jakarta with associate contacts in various parts of Asia.

As member of the SAPURACREST PETROLEUM group of companies, we are heavily involved in the oil, gas and petrochemical industry, with over 500 full-time personnel who provide the widest possible range of experience, skills and training in our integrated services all over Asia. With our own construction equipment and our own engineering work barges, the SARKU SAMUDERA, SARKU 2000 and SARKU UTAMA, and work boats SARKU SEMANTAN, SARKU SIPADAN, SARKU CLEMENTINE, SARKU SANTUBONG and Diving Support Vessel (DSV) SARKU SAMBANG, we ensure fast mobilization and minimum interruption in our work. ([View Vessel Specifications](#))

SARKU provides engineering and construction services with the emphasis on the highest standard of safety, quality and timely delivery. We work closely with our clients to meet specific needs, and adapt to local conditions for maximum productivity, anywhere in Asia.

Working on our core commitment to innovation, integrity, and initiative, we have established a reputation for working to schedule and having an excellent safety record. The needs of our customers take priority at all times, and total customer satisfaction is our objective.

To address the specific needs of our clients, SARKU also provides specialized services that include project management, project material procurement and workpacking. Our wide range of available resources allows us to tailor and customize our project teams based on the clients requirements.

SARKU has over 30 years of proven reliability and integrity, but our standards are best judged by the certificates and licenses we hold, as well as the testimonials from satisfied customers who include oil & gas operators, major fabricators and petrochemical companies. Our client portfolio includes many blue-chip names of world repute such as Shell, Esso, Caltex, Hyundai, Samsung, Nippon Steel and Saipem, as well as respected local companies like Petronas.

Last updated on Thursday, 13 August 2009 01:41 PM +0800  
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# **EXHIBIT 4**



Cawangan / Branch / 分行: HIRI SSC

Kepada: No. Akaun: 711010088952  
 To / 於: A/C No./ 戸口號碼:  
 SARKU ENGINEERING SERVICES SDN BHD  
 TINGKAT 6, BANGUNAN SARURA  
 NO. 7, JALAN TASIK  
 THE MINES RESORT CITY  
 43300 SERI KEMBANGAN

## MAKLUMAN DEBIT / ADVICE OF DEBIT / 支出通知書

08/05/2009

Tarikh / Date / 日期

CPG

Akaun anda telah di DEBITKAN seperti berikut:  
 Your account has been DEBITED with the following:

				Machine Print
				JUMLAH / AMOUNT / 金額
	162132 SARKU ENGINEERING SERVICES SDN BHD 711010088952 USD 396,224.00 5.5595 0		CSMAY09 706500 + 45178	
BUTIR-BUTIR PARTICULARS	BEING AMT DEBITED FOR FTT TO US FOR USD396224.00		USD 396,224.00	

Ringgit USD THREE HUNDRED AND NINETY SIX THOUSAND AND TWO  
 HUNDRED AND TWENTY FOUR ONLY.

b/p Maybank

Tandatangan yg diberi kuasa / Authorised Signatory / 全權委託人 (1)

MALAYAN BANKING BERHAD (3813-K)

CPG



Cawangan / Branch / 分行: HIRI SSC

Kepada: No. Akaun: 511122127285  
 To / 於: A/C No./ 戶口號碼:  
 SARKU ENGINEERING SERVICES SDN BHD  
 LEVEL 6, SARURAMINES,  
 7, JALAN TASIK, THE MINES RESORT  
 CITY, 43300 SERI KEMBANGAN,  
 SELANGOR DARUL EHSAN.

## MAKLUMAN DEBIT / ADVICE OF DEBIT / 支出通知書

08/05/2009

Tarikh / Date / 日期

CPG

Akaun anda telah di DEBITKAN seperti berikut:  
 Your account has been DEBITED with the following:

				Machine Print
				JUMLAH / AMOUNT / 金額
	162917 SARKU ENGINEERING SERVICES SDN BHD 511122127285 RM60.73 0		DEBAY09 006500 + 45178	
BUTIR-BUTIR PARTICULARS	BEING AMT DEBITED FOR SERVICE AND CABLE CHARGE FOR FTT TO US FOR USD 396224.00		RM60.73	

Ringgit SIXTY AND SEN SEVENTY THREE ONLY

b/p Maybank

Tandatangan yg diberi kuasa / Authorised Signatory / 全權委託人 (1)

MALAYAN BANKING BERHAD (3813-K)



CIMB Bank Berhad (13481-P)

BORANG PERMOHONAN KIRIMAN WANG  
REMITTANCE APPLICATION FORM

90116913

WISMA GENTIN  
13-GU. OGCawangan / Branch  
Tarikh / Date

CEKAKAN KOMPUTER (Untuk debit akaun sahaja) COMPUTER VALIDATION (for debit account only)					
<input type="checkbox"/> Draf Bank* Banker's Draft*		<input type="checkbox"/> Cek Bank Banker's Cheque		<input type="checkbox"/> Cek Kombara Traveler's Cheque	
<input type="checkbox"/> Terbilan Saham Burni MIDFMH melalui BC/BO Burni MIDFMH Share Issue BC/BO		<input type="checkbox"/> Kiriman Wang melalui Sistem Giro Antara Bank Interbank Giro (IBG)		<input checked="" type="checkbox"/> Pinjaman Telegrafik Telegraphic Transfer	
				<input type="checkbox"/> Loan-lah Others...	
*Draf Bank tidak akan dipelang jika buku cerahan / Banker's Draft will be issued uncrossed unless instructions to the contrary are given					
1. BUTIR-BUTIR PENERIMA/BENEFICIARY'S PARTICULARS					
Nama / Name : JAPALIL OIL & MARITIME SERVICES PLC			8. MATA WANG CURRENCY		
No. K.P. / Passport I.C. / Passport No.			JUMLAH AMOUNT		
Alamat / Address			Pemastaulin Resident	Bukan Pemastaulin Non-Resident	USD 304,916.00
No. Tel. / Tel. No.	Faks / Fax	E-mail / E-mail	Poskod Postcode	9. UNTUK KEGUNAAN BANK SAHAJA FOR BANK'S USE ONLY	
Negera / Country			Kadar Rate	MATA WANG TEMPATAN LOCAL CURRENCY	

2. BUTIR-BUTIR BANK PENERIMA/BENEFICIARY'S BANK PARTICULARS					
Nama Bank / Bank's Name : PLEASE REFER AS PER			No. Akaun Penerima Beneficiary's Account No.		
Alamat (jika ada) / Address (if available)			Poskod Postcode	KOMISEN COMMISSION	
LETTER ATTACHED			Negera / Country	DUTI SETEM STAMP DUTY	
				CAJ PERKHIDMATAN SERVICE CHARGE	
Catatan atau Arahan (jika ada) Remarks or Instruction (if any)				JUMLAH TOTAL	
3. BUTIR-BUTIR PEMOHON/APPLICANT'S PARTICULARS				NO. KONTRAK CONTRACT NO.	
Nama / Name : SARUK ENGINEERING SERVICES SDN BHD			No. Sykt: 378/73 [13911-D]	XADAR KHAS CLIP SPECIAL RATE BY	
No. K.P. / Passport I.C. / Passport No.			No. Pendakwaan Pemagajuan/Syarikat Business/Company Reg. No.	KOD MATA WANG CURRENCY CODE	
Alamat Tempatan Local Address			No. 7, Jalan Tasik, The Mines-Resort City, 43300 Seri Kembangan, Selangor.	No. Tel. / Tel. No.	KOD BANK BANK CODE
			Tel: 03-86598800, Fax: 03-86598589	Poskod Postcode	Tel. Bimbis H/P
<input type="checkbox"/> Pemastaulin Resident			<input type="checkbox"/> Bukan Pemastaulin, sila ayakkan negara asal, Non-Resident, please state country of origin	KOD SWIFT SWIFT CODE	

4. UNTUK PINDAHAN TELEGRAFIK SAHAJA/TELEGRAPHIC TRANSFER ONLY					
Nama dan Alamat Bank Perantara Name and Address of Intermediary's Bank			Semua cabang bank di luar Malaysia akan dibayar di atas akaun All bank's charges outside Malaysia are for account of		
<input type="checkbox"/> Sila pilihkan bagi piak kami / Please select for us			<input type="checkbox"/> Penerima (hanya dengan persetujuan piak/walaupun / only with officer's approval)	<input type="checkbox"/> Pengiriman Borrower	<input type="checkbox"/> Berkongsi Sharing
			<input type="checkbox"/> Repotitor	<input type="checkbox"/> Shared	KOD TUJUAN PAYMENT CODE
					KOD ENTITI CONSTITUTION CODE
					KOD NEGARA PENERIMA BENEFICIARY'S COUNTRY CODE
0006 13/04/2009 1620 C621 1141 JAPALIL OIL & 30.00 1420130407313					
CORRUPTION 0093.6390 USD***+304,916.00					

READY TO GO - RM

CETAKAN KOMPUTER / COMPUTER VALIDATION

5. CARA PEMBAYARAN/MODE OF PAYMENT					
KIRIMAN WANG DALAM NEGERI / LOCAL REMITTANCES					
KIRIMAN WANG KE LUAR NEGERI / FOREIGN REMITTANCES:					
<input type="checkbox"/> Wang Tunai / Cash			<input type="checkbox"/> Wang Tunai / Cash		
<input type="checkbox"/> Cek Cawangan Ikl / House Cheque No. (Dibayar kepada / Payable to: CIMB Bank Berhad)			<input type="checkbox"/> Cek Cawangan Ikl / House Cheque No. (Dibayar kepada / Payable to: CIMB Bank Berhad)		
<input type="checkbox"/> Debit No. Akaun / Debit Account No. (Hanya untuk Akaun Simpanan sahaja / Only for Savings Account only)			<input checked="" type="checkbox"/> Debit No. Akaun / Debit Account No.		

6. PERAKUAN DAN TANDATANGAN DECLARATION AND SIGNATURE					
<ul style="list-style-type: none"> <li>Saya/ Kami mengaku bahawa saya/kena lepas membaca dan memahami terma dan syarat yang tertulis di bawah barang ini dan bersedia untuk mematuhi terma dan syarat tersebut dan setaraf pindaan semasa terma dan syarat tersebut yang dimuatkan di dalam surat perintah oleh bank selpas ini. I/we hereby declare that we have read and understood the terms and conditions set forth in the form and agree to comply with it and be bound by the provisions of the said terms and conditions and my commitments to the same which the Bank may subsequently introduce.</li> <li>Saya/ Kami berjati diri untuk menanggung ganti rugi pihak ketiga kerana setiap tuntutan saraun kastam, kos, pertolongan, ganti rugi, cestus, pemulihan, undakan dan/atau tuntutan sebarang lain-lain akibat pihak ketiga yang mungkin menghalau akta dan/atau perintah yang diajukan oleh bank. Bank mengeluarkan sebarang Draf Bank, Cek Bank, Cek Kombara, dan/atau setiap tuntutan lain-lain akibat pihak ketiga yang mungkin menghalau akta dan/atau perintah yang diajukan oleh bank selpas ini. I/we hereby declare that I/we shall be liable for any claim, costs, expenses, reparations, claims, demands, actions and/or proceedings, which may arise in consequence of this application and/or the Bank's issuance of any instrument or document pursuant to this application.</li> </ul>					

P.O BOX 1319 58008 MTRI (No. Sykt: 378/73 [13911-D])		MIRI, SARAWAK		Tandatangan Pemohon / Applicant's Signature	
UNTUK KEGUNAAN BANK FOR BANK'S USE					
Tandatangan Diakui / Signature Verified					
Tandatangan Pegawai / Officer's Signature					

7. DEKLARASI AKTA KAWALAN PERLUKARAN WANG 1953 DAN AKTA BANK NEGARA MALAYSIA 1958 GELAYU PENGABARAN KE LUAR NEGERI / BUKAN PEMASTAUHAN / PEMASTAUTIK (DALAN MATA WANG ASING) EXCHANGE CONTROL ACT 1953 AND CENTRAL BANK OF MALAYSIA ACT 1958 DECLARATION FOR PAYMENT TO OVERSEAS / NON-RESIDENTS / RESIDENTS (IN FOREIGN CURRENCY)					
Tujuan Pembayaran / Purpose of Payment: (Silakan ketik pada bahagian belakang barang ini untuk panduan / see reverse of this form for guide)					
<input type="checkbox"/> Berangan, sila jelaskan / Goods, please specify			<input type="checkbox"/> CIF		
<input type="checkbox"/> Perkhidmatan dan Pendapatan Pelaburan, sila jelaskan / Services and Investment Income, please specify			<input type="checkbox"/> Pemindahan, sila jelaskan / Transfer, please specify		
Sayangkuan / My B.W.s			Urusniaga Modal, sila jelaskan / Capital Transactions, please specify		
else, berlindung di bawah kuasa or, acting under the authority of _____					
(Name pemohon / applicant's name)					

<ul style="list-style-type: none"> <li>mengaku dan mengesahkan bahawa sumur maklumat yang dinyatakan oleh saya/kena di sini adalah benar dan tepat dan memenuhi Akta Kawalan Perlukaran Wang 1953 dan Akta Bank Kugera Malaysia dan mengesahkan bahawa setiap piak sebarang maklumat yang tidak tepat, patut atau tidak sengaja di dalam berang ini / I declare and confirm that all the information provided by myself herein is true and correct and in full compliance with Exchange Control Act 1953 and Central Bank of Malaysia Act 1958 and I/we shall be fully responsible for any inaccurate, untrue or incomplete information contained in this application.</li> <li>beroleh dan memberikan piak oleh bank untuk mendapatkan sebarang maklumat yang berkaitan dengan urusan dan/atau akaun bank sayangkuan kepada Bank Negara Malaysia manurut Akta Kawalan Perlukaran Wang 1953 dan Akta Bank Kugera Malaysia 1958 atau manu-kanta piak yang diluluskan oleh bank berang-undang semula atau apabila juat tigaan sebelum piak dikemasukan pada piak atau perlu / Agree and authorize the Bank to disclose to Bank Negara Malaysia or to accordance with Exchange Control Act 1953 and Central Bank of Malaysia Act 1958 or to other party of any information about or with regard to my/our affairs/istori banking account/s as authorized by law or for such purpose as the Bank may deem reasonable or necessary</li> </ul>											
<p style="text-align: center;">P.O BOX 1319 58008 MTRI (No. Sykt: 378/73 [13911-D])</p> <p style="text-align: center;">MIRI, SARAWAK</p> <p style="text-align: center;">Tandatangan Pemohon / Applicant's Signature</p>											
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Peresmikan pemahaman bagi piak Pengawas Perlukaran Wang Asing / Verified for compliance on behalf of the Controller of Foreign Exchange											
Tandatangan Pegawai / Officer's Signature											

Pemohon / user/owner ditakarai oleh Cek/maklumat/akta dicatat oleh Teks / Text		Untuk/daiksa dicatat oleh Transaksi/approval by Pegawai 1 / Officer 1		Instrumen dan/atau piak/TT disediakan & dicatat oleh Ketua/Supervisor/approval & recorded by Pegawai 2 / Officer 2	
SALINAN PELANGGAN CUSTOMER'S COPY					





16:550

Ref Number : MIRTO805310919 Currency Code : USD Rev'l Rate : 3.5595  
 Foreign Amt: 396,224.00 RM Amt : RM1,410,359.33  
 By Order Of: SARKU ENGINEERING SERVICES SDN BHD  
 Add : P O BOX 1319  
 98008 MIRI SARAWAK  
 REMITTER MALAYSIAN  
 ID No:139110 Country:US UNITED STATES  
 Pay To Benef: 2 BOP : 000363875  
 Benef Acct : /00 11 706 2 000  
 Name : JAPAUL OIL AND MARITIME SERVICES ADD:PLC  
 SKR : STANDARD CHARTERED BANK Add:1 MADISON AVENUE NEW YORK  
 Ctry : UNITED STATE Ctry:UNITED STATE  
 Remitter Stat: Resident Benef Stat: Non-Resident Same/Diff Party:  
 Relationship : Foreign Worker Purpose Code: 07000  
 Purpose Cd Desc: CHARTER OF VESSEL

Cedakan masih dalam proses dan belum diakses oleh pihak ketiga

### Permohonan Untuk Kiriman Wang

Application For Remittance

<b>Maybank</b>	<input type="checkbox"/> Cek Junjung/Banker's Cheque	<input type="checkbox"/> Arahan Pembayaran/Payment Order (PO)	Tarikh/Dates: 8/8/09																								
<input type="checkbox"/> TEMPATAN/LOCAL	<input type="checkbox"/> Draf Serah/Demand Draft	<input type="checkbox"/> Pemindahan Wang Asing/Foreign Funds Transfer	<input type="checkbox"/> Region Link																								
<input checked="" type="checkbox"/> LUAR NEGARA/FOREIGN	<input type="checkbox"/> Pindahan Telegraf/Telegraphic Transfer (TT)	<input type="checkbox"/> Kiriman Wang Melalui Sistem GIRO antara Bank/Remittance via Interbank GIRO System	<input type="checkbox"/> Lain-lain/Others																								
Pemohon/ Applicant:	Name/Name	Bank/Oraganisasi Penerima (Bila ada) /Bank/Branch of Beneficiary (if applicable)																									
Sarku Engineering Services sdn bhd - Pekerjaan/Occupation	Zainal Abidin Sani@Sime@Sime	Name/Name	Standard Chartered Bhd																								
No. KTP/Passport/IC No./Passport	No. KTP/Passport/IC No./Passport	No. Akaun (Baka/AC No. /Many)	011-7065-000																								
Alamat/Address	Alamat/Address	Alamat (Bila ada)/Address (if any)																									
Ro. Box 1319 98008 Miri Sarawak		Poskam, Bandar/Town/City																									
No.Telpon/ Tel. No.		Negeri/Country	US																								
Tujuan Pembayaran/ Purpose of Payment	Lain-lain bukti (Bka/ada) Other Justify (if any)																										
<b>LUAR NEGARA / FOREIGN</b> <table border="1"> <tr> <td>Jumlah/Kwai/Amount</td> <td>RM</td> <td>SEN</td> </tr> <tr> <td>Malaysia Wang/Remittance Amount</td> <td>1,410,359</td> <td>33</td> </tr> <tr> <td>Komisen/Commission</td> <td></td> <td></td> </tr> <tr> <td>Dayaan Post/Postage ..</td> <td></td> <td></td> </tr> <tr> <td>Ong Salery/Stamp Duty</td> <td></td> <td></td> </tr> <tr> <td>Kos Kabut/Cost of Cable</td> <td>25</td> <td>00</td> </tr> <tr> <td>Pi Penyimutan/Service Fee</td> <td></td> <td></td> </tr> <tr> <td>Jumlah Total</td> <td></td> <td></td> </tr> </table>				Jumlah/Kwai/Amount	RM	SEN	Malaysia Wang/Remittance Amount	1,410,359	33	Komisen/Commission			Dayaan Post/Postage ..			Ong Salery/Stamp Duty			Kos Kabut/Cost of Cable	25	00	Pi Penyimutan/Service Fee			Jumlah Total		
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Jumlah Total																											
Ruangan ini hendaklah dilengkapi mengikut Akta Kawalan Perdagangan Wang, 1953 (bagi urusan pemstaun kepada bukan permstaun contohnya)         This section is to be completed as required under Exchange Control Act 1953 (for resident to non-resident transaction only)																											
A. Bagi bayaran RM50,000.00 dan ke atas, sila lengkapkan Pernyataan Pembayaran/PO for payment RM50,000.00 and above, please fill in Form P (Payment Declaration Form).         B. Bagi bayaran RM5,000.00 sehingga RM50,000.00, apabila bukti bayaran dibuat ia bukan ijin pembayaran/ payment between RM5,000.00 to RM50,000.00. Indikasikan jumlah di bawah:																											
(A) Berangsuran/ Goods (B) Masa Pemstaun/ Services (C) Urau ngele Modali/ Capital Transactions (D) Urau khas/ Special Transaction (E) Pindahan/Semasa Current Transfer																											
Sila jelaskan tujuan pembayaran " I shall return the amount to you in the following mode(s)" Please specify purpose of payment " see reverse of customer's copy for guide (blue copy) "																											
Saya/ Kami telah baca dan tahu tentang ayat-ayat dan peraturan yang berlaku dibawah.. Dengan hal yang demikian segala akta dan tanggungjawab turut dan demikian ini adalah tanggungjawab saya/ kami sahaja. Sedangkan, sila keluarkan/kliktion seputar teratas. Cara pembayaran adalah seperti berikut: For my/our account and risk and without responsibility or liability to yourself and subject to the Terms & Conditions set forth on the reverse which we have read and understood, please leave your draft/ effect the transfer as specified. Payment is to be made in the following mode(s):																											
<input type="checkbox"/> Wang Tunai/Cash <input type="checkbox"/> Nombor Cc/Cheque No. _____ untuk/rm _____ dan debit akaun saya/kami untuk bayaran perkhidmatan bank atau bayaran yang leburang (like jumlah cek tidak mencukupi) dan debit the bank charges or any shortfall (if the cheque amount is insufficient) to my/our account. <input type="checkbox"/> Debit Akun saya/kami/Debit my/our account no. 21010508952 T000																											

untuk/rm \_\_\_\_\_

dan debit akaun saya/kami untuk bayaran perkhidmatan bank atau bayaran



**Maybank**

MIRI

**FACSIMILE TRANSMISSION**

To : <i>Suzana</i>	From : <b>Miri Sales &amp; Service Centre</b>
Fax No : <i>03-86598589</i>	Fax No : 085-418450
Date : <i>8/5/09</i>	Time : No. of : Pages (including this page)
If you do not receive all pages or find them illegible, please call us ..... 085-431530	
Subject : <i>TT advisee</i>	

Authorised Signatory

Verified by:

Name :

PF No :

*SALINA KAMARUDDIN*  
080005